

SEYFARTH SHAW LLP
Kurt A. Kappes (SBN: 146384)
Robert B. Milligan (SBN: 217348)
400 Capitol Mall, Suite 2350
Sacramento, California 95814-4428
Telephone: (916) 448-0159
Facsimile: (916) 558-4839

Attorneys for Plaintiff
ALLSTATE LIFE INSURANCE COMPANY,
THE TRAVELERS INSURANCE COMPANY and
THE TRAVELERS LIFE AND ANNUITY COMPANY

LAW OFFICES OF STEVEN A. FABBRO
Steven A. Fabbro (SBN: 107973)
8 California Street, 8th Floor
San Francisco, California 94111
Telephone: (415)391-6850
Facsimile: (415)391-6856

Attorneys for Defendant
XANTHI AVDALAS

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ALLSTATE LIFE INSURANCE COMPANY,)
THE TRAVELERS INSURANCE COMPANY,)
THE TRAVELERS LIFE AND ANNUITY)
COMPANY)

Plaintiffs,

v.

XANTHI AVDALAS AND THE ESTATE OF)
EPAMINONDAS AVDALAS,)

Defendants.)

Case No. C 04-04569 JL

**STIPULATION FOR ENTRY OF
JUDGMENT; ~~PROPOSED~~
JUDGMENT**

Pursuant to Federal Rules of Civil Procedure 54, 57 and 58, Plaintiffs Allstate Life Insurance Company ("Allstate"), The Travelers Insurance Company ("TIC") and the Travelers Life and Annuity Company ("TLAC") (collectively, the "Plaintiffs") and Defendant Xanthi Avdalas ("Avdalas") hereby stipulate to entry of judgment in this action as follows and respectfully request that the Court enter the proposed judgment attached hereto:

1 Epaminondas Avdalas” as the beneficiary. Under the terms of the annuity, the payments will be
2 made to the payee while the Measuring Life is alive. If the Measuring Life is not living, the
3 payments will be made to the beneficiary.

4 5. Allstate commenced payments to the payee, defendant Xanthi Avdalas, on or
5 about April 15, 2003. On February 12, 2004, Epaminondas Avdalas died. Allstate made
6 payments to Xanthi Avdalas as payee in March, April and May 2004, before it learned of Mr.
7 Avdalas’ death on or about May 24, 2004. After learning of Mr. Avdalas’ death, Allstate ceased
8 making payments to Xanthi Avdalas. Following Mr. Avdalas’ death, Xanthi Avdalas claimed,
9 and continues to claim, that she is entitled to the proceeds of the annuity.

10 6. Allstate commenced this suit for interpleader and declaratory relief because it
11 believed that it could not safely determine the proper beneficiary, or beneficiaries, of the annuity
12 without risking exposure to multiple liabilities.

13 Plaintiffs TIC and TLAC

14 7. On or about March 14, 2003, TLAC assumed Gulf Insurance Company’s
15 liabilities to make the periodic payments under the settlement agreement, using a single premium
16 immediate life annuity (“annuity”) to be issued by TIC. A copy of the annuity application is
17 attached as Exhibit B to the Complaint. The application lists Epaminondas Avdalas as the
18 Measuring Life, and the payee as “Xanthi Avdalas, as Guardian [sic] of Epaminondas Avdalas.”
19 The annuity application designates the Estate of Epaminondas Avdalas as beneficiary. The
20 annuity itself was never actually issued because TIC did not receive papers finalizing Xanthi
21 Avdalas’ status as legal guardian. A copy of contract number 4950NW55450, which was to be
22 issued and under which TIC operated as if it had been issued, is attached as Exhibit C to the
23 Complaint. The contract lists Epaminondas Avdalas as the Measuring Life, the Payee as
24 “Xanthi Avdalas, as Guardian of Epaminondas Avdalas,” and the beneficiary as “Estate of
25 Epaminondas Avdalas.” The contract specifications state, “If the Measuring Life dies before a
26 minimum 180 payments have been made, the remaining payments will continue to the
27 beneficiary.”
28

8. Though the annuity was never formally issued, TIC commenced payments to the payee, defendant Xanthi Avdalas, on or about April 15, 2003, as if the annuity had been issued. On February 12, 2004, Epaminondas Avdalas died. TIC made payments to Xanthi Avdalas as payee on March 15, 2004, April 15, 2004 and May 15, 2004, before it learned of Mr. Avdalas' death on or about May 24, 2004. After learning of Mr. Avdalas' death, TIC ceased making payments to Xanthi Avdalas. Following Mr. Avdalas' death, Xanthi Avdalas claimed, and continues to claim, that she is entitled to the proceeds of the annuity.

9. TIC and TLAC commenced this suit for interpleader and declaratory relief because it believed that it could not safely determine the proper beneficiary, or beneficiaries, of the annuity without risking exposure to multiple liability.

Recitals

10. The parties hereby stipulate that Xanthi Avdalas is the proper beneficiary of the annuities and that Avdalas should continue to receive payments under the annuity policies until they expire under their own terms.

11. Avdalas' sons have executed releases, attached hereto as Exhibit A, absolving Allstate, TIC and TLAC of any liability arising out of Avdalas' receipt of payments under the annuity policies.

12. Avdalas warrants that there is no executor for the Estate of Epaminondas Avdalas, and that it is not contemplated that his estate will pass through probate.

13. Avdalas has warranted that there are no parties, creditors or otherwise, with an interest in the annuity policies and Avdalas has agreed to indemnify Allstate, TIC and TLAC for any subsequent claims brought against them arising out their payments to Avdalas for the annuities, attached hereto as Exhibit B.

14. The parties hereby request that the Court enter the attached proposed judgment, declaring that Xanthi Avdalas is the proper beneficiary of the annuities and that Avdalas should continue to receive payments under the annuity policies until they expire under their own terms. Should Avdalas die prior to the expiration of the annuity policies, Avdalas irrevocably designates George Avdalas and Konstantine Avdalas, her sons, or their representative share to their heirs, as

the beneficiaries of the payments under the annuity policies. Payments should be made in equal (50%) shares to George Avdalas and Konstantine Avdalas, or their representative share to their heirs, under the annuity policies until they expire under their own terms.

15. Plaintiff Allstate shall release to Xanthi Avdalas all accrued, unpaid payments from June 15, 2004 up to and including September 15, 2005, pursuant to the terms set forth above in Paragraph 3 in the amount of \$20,553.00 (\$1275.00 per month for the months of June 2004 through and including March 2005, and \$1300.50 per month for the months of April 2005 through and including September 2005), and Plaintiff Allstate shall resume payments to Avdalas pursuant to the terms of the underlying settlement agreement and the annuity.

16. Plaintiffs TIC and TLAC shall release to Xanthi Avdalas all accrued, unpaid payments from June 15, 2004 up to and including September 15, 2005, pursuant to the terms set forth above in Paragraph 3 in the amount of \$20,553.00 (\$1275.00 per month for the months of June 2004 through and including March 2005, and \$1300.50 per month for the months of April 2005 through and including September 2005), and Plaintiffs TIC and TLAC shall resume payments to Avdalas pursuant to the terms of the underlying settlement agreement and the annuity.

17. The parties hereby agree to bear their own costs and fees.

DATED: September 19th, 2005
As to Form Only

SEYFARTH SHAW LLP

By 

Robert Milligan

Attorneys for Plaintiff
ALLSTATE LIFE INSURANCE
COMPANY, THE TRAVELERS
INSURANCE COMPANY and
THE TRAVELERS LIFE AND ANNUITY
COMPANY

DATED: September 16th, 2005

ALLSTATE LIFE INSURANCE
COMPANY

By 

ALLSTATE LIFE INSURANCE
COMPANY

1 DATED: September 15, 2005

THE TRAVELERS INSURANCE
COMPANY AND THE TRAVELERS
LIFE AND ANNUITY COMPANY

By 

THE TRAVELERS INSURANCE
COMPANY AND THE TRAVELERS
LIFE AND ANNUITY COMPANY

2
3
4
5
6 DATED: September __, 2005
As to Form Only

LAW OFFICES OF STEVEN A. FABBRO

By _____

Steven A. Fabbro

Attorneys for Defendant
XANTHI AVDALAS

7
8
9
10 DATED: September __, 2005

XANTHI AVDALAS

By _____

XANTHI AVDALAS

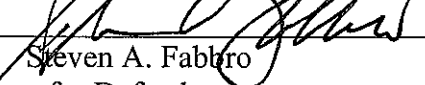
1 DATED: September __, 2005
2
3

THE TRAVELERS INSURANCE
COMPANY AND THE TRAVELERS LIFE
AND ANNUITY COMPANY

By _____
THE TRAVELERS INSURANCE
COMPANY AND THE TRAVELERS LIFE
AND ANNUITY COMPANY

4
5
6 DATED: September 14, 2005
7 **As to Form Only**

LAW OFFICES OF STEVEN A. FABBRO

By  _____
Steven A. Fabbro
Attorneys for Defendant
XANTHI AVDALAS

8
9
10 DATED: September 14, 2005
11

XANTHI AVDALAS

By  _____
XANTHI AVDALAS
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[Proposed] Judgment

Having considered the foregoing stipulation, and good cause appearing, the Court hereby enters judgment as follows:

Defendant Xanthi Avdalas is the proper beneficiary of the annuities in this action and Avdalas should continue to receive payments under the annuity policies until they expire under their own terms.

Should Avdalas die prior to the expiration of the annuity policies, Avdalas irrevocably designates George Avdalas and Konstantine Avdalas, her sons, or their representative share to their heirs, as the beneficiaries of the payments under the annuity policies. Payments should be made in equal (50%) shares to George Avdalas and Konstantine Avdalas, or their representative share to their heirs, under the annuity policies until they expire under their own terms.

Plaintiff Allstate shall release to Xanthi Avdalas all accrued, unpaid payments from June 15, 2004 up to and including September 15, 2005, pursuant to the terms set forth above in Paragraph 3 in the amount of \$20,553.00 (\$1275.00 per month for the months of June 2004 through and including March 2005, and \$1300.50 per month for the months of April 2005 through and including September 2005), and Plaintiff Allstate shall resume payments to Avdalas pursuant to the terms of the underlying settlement agreement and the annuity.

Plaintiffs TIC and TLAC shall release to Xanthi Avdalas all accrued, unpaid payments from June 15, 2004 up to and including September 15, 2005, pursuant to the terms set forth above in Paragraph 3 in the amount of \$20,553.00 (\$1275.00 per month for the months of June 2004 through and including March 2005, and \$1300.50 per month for the months of April 2005 through and including September 2005), and Plaintiffs TIC and TLAC shall resume payments to Avdalas pursuant to the terms of the underlying settlement agreement and the annuity.

The parties are to bear their own costs and fees.

IT SO ORDERED

Dated: 9/27/05

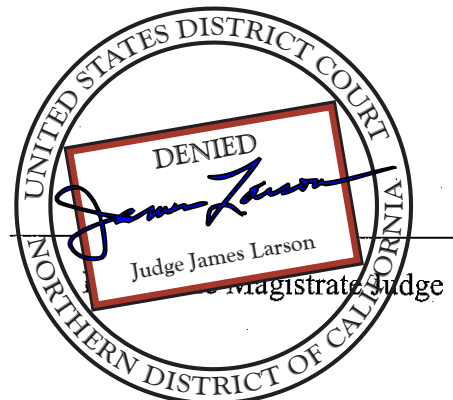


Exhibit A

RELEASE

I, KONSTANTINE AVDALAS, am the child of decedent Epaminondas Avdalas. I have read the complaint in Allstate Life Insurance Co., et al. v. Xanthi Avdalas, et al., Case No. C 04-04569 JL, and I am familiar with the parties' dispute. I have read and understand the stipulation for entry of judgment that the parties have entered in this action. I agree that my mother Xanthi Avdalas is the proper beneficiary of the annuities at issue in the case and that Xanthi Avdalas should continue to receive payments under the annuity policies until they expire under their own terms. I do not claim any interest in the annuities unless or until my mother Xanthi Avadalas dies before the expiration of the terms of the annuities. I hereby release Allstate Insurance Company, the Travelers Insurance Company, the Travelers Life and Annuity Company and their predecessors and successors in interest for any liability arising of out their payments to Xanthi Avdalas under the annuity policies.

Dated: _____

9-14-05



KONSTANTINE AVDALAS

RELEASE

I, GEORGE AVDALAS, am the child of decedent Epaminondas Avdalas. I have read the complaint in Allstate Life Insurance Co., et al. v. Xanthi Avdalas, et al., Case No. C 04-04569 JL, and I am familiar with the parties' dispute. I have read and understand the stipulation for entry of judgment that the parties have entered in this action. I agree that my mother Xanthi Avdalas is the proper beneficiary of the annuities at issue in the case and that Xanthi Avdalas should continue to receive payments under the annuity policies until they expire under their own terms. I do not claim any interest in the annuities unless or until my mother Xanthi Avdalas dies before the expiration of the terms of the annuities. I hereby release Allstate Insurance Company, the Travelers Insurance Company, the Travelers Life and Annuity Company and their predecessors and successors in interest for any liability arising out of their payments to Xanthi Avdalas under the annuity policies.

Dated:

Sept 15, 2005

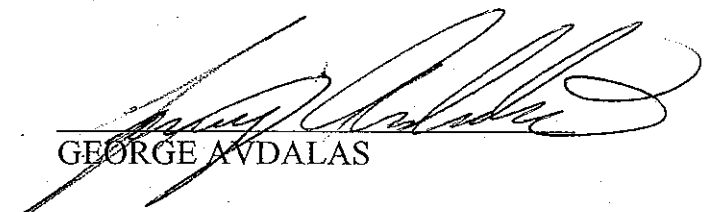

GEORGE AVDALAS

Exhibit B

**XANTHI AVDALAS' REPRESENTATIONS AND WARRANTIES AND
AGREEMENT TO INDEMNIFY**

I, Xanthi Avdalas, make the following representations and warranties and agreement to indemnify Allstate Insurance Company, the Travelers Insurance Company, the Travelers Life and Annuity Company and their predecessors and successors in interest.

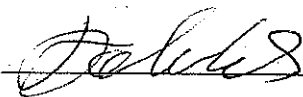
I have read the complaint in Allstate Life Insurance Co., et al. v. Xanthi Avdalas, et al., Case No. C 04-04569 JL, and I am familiar with the parties' dispute. I have willingly entered into the stipulation for entry of judgment in this action. I am the proper beneficiary of the annuities at issue in the case and I should continue to receive payments under the annuity policies until they expire under their own terms. I am not aware of anyone claiming any interest in the annuity policies. I have two children. My children George Avdalas and Konstantine Avdalas do not claim any interest in the annuity policies. I warrant that there are no parties, creditors or otherwise, with an interest in the annuity policies.

There is no executor for the Estate of Epaminondas Avdalas and it is not contemplated that his estate will pass through probate. If my husband's estate does pass through probate, I agree to sign and be bound by the attached representations and warranties and agreement to indemnify as well as the stipulation for entry of judgment.

Should anyone claim any interest in the annuity policies, I agree to defend, indemnify and hold Allstate Insurance Company, the Travelers Insurance Company, the Travelers Life and Annuity Company and their predecessors and successors in interest harmless from and against any demands, claims, liability, suits, damages, and actions brought against them arising from or relating to, either directly or indirectly, any payments made to Xanthi Avdalas under the annuity policies and payments made to my beneficiaries George Avdalas and Konstantine Avdalas should I die prior to the expiration of the annuity policies. The duty to defend includes the duty to pay reasonable attorneys' fees incurred in defending such claims and the duty to indemnify includes the duty to pay any amount imposed by an administrative agency or judgment or settlement reached in a court action.

I declare under penalty of perjury under the laws of the United States that the foregoing representations and warranties are true and correct and I agree to be bound by the terms of this agreement.

Dated: 9 14 05



Xanthi Avdalas

Travelers Life & Annuity

STRUCTURED SETTLEMENTS
PO BOX 980024
HARTFORD CT 06189-0024
1-800-370-6785

119-890 A 07093197

NOT VALID BEFORE
09/15/05

998801405 4950NW5450 SS

PAY \$ 20,553.00 **

TWENTY THOUSAND FIVE HUNDRED FIFTY THREE & 00/100 DOLLARS *****

Pay to the order of

XANTHI AVDALAS

Clitbank Delaware
One Penn's Way
New Castle, DE 18728

Anthony J. Williams

AUTHORIZED SIGNATURE

PLEASE CASH WITHIN 60 DAYS

DO NOT DETACH

⑈07093197⑈ ⑆031100209⑆ 38618578⑈

Allstate Life Insurance Company
544 Lakeview Pkwy L2B
Vernon Hills IL 60061-1842

Telephone: 1-800-840-3870
Fax: 1-877-690-4092

XANTHI AVDALAS
2227 24TH AVE.
SAN FRANCISCO CA 94116-1747

Due Date: June 15, 2004
Issue Date: September 15, 2005
Check Number: 2191639
Contract Number: 90310374
Annuitant Name: Epaminandas Avdalas

EXPLANATION OF BENEFITS

Total Gross Amount	\$1,275.00
Net Check Amount	\$1,275.00

This is for the payment due on June 15, 2004.

C11TE0BB.N01
B-2055MIV

Please detach the check below before depositing.

00011



Allstate Life Insurance Company

HARRIS CENTRAL N.A.
ROSELLE, ILLINOIS
September 15, 2005

2191639

70-1538
719

Contract Number: 90310374

Due Date: June 15, 2004

\$1,275.00*****

PAY: One Thousand Two Hundred Seventy Five and No/100 Dollars***

TO THE ORDER OF XANTHI AVDALAS

Allstate Life Insurance Company Structured
Settlement Controlled Disbursement Account

Joan M. Crockett
Samuel H. Pilleh

VOID IF NOT PRESENTED WITHIN ONE HUNDRED AND EIGHTY DAYS OF THE DATE OF ISSUE



002191639 0719155801 04 168 097 11

Allstate Life Insurance Company
 544 Lakeview Pkwy L2B
 Vernon Hills IL 60061-1842

Telephone: 1-800-840-3870
 Fax: 1-877-690-4092

XANTHI AVDALAS
 2227 24TH AVE.
 SAN FRANCISCO CA 94116-1747

Due Date: July 15, 2004
 Issue Date: September 15, 2005
 Check Number: 2191640
 Contract Number: 90310374
 Annuitant Name: Epaminandas Avdalas

EXPLANATION OF BENEFITS

Total Gross Amount	\$1,275.00
Net Check Amount	\$1,275.00

This is for the payment due on July 15, 2004.

C11TE0BG.N01
 B-2055MW

Please detach the check below before depositing.

Allstate Life Insurance Company

HARRIS CENTRAL N.A.
 ROSELLE, ILLINOIS
 September 15, 2005

2191640
 70-1558
 719

Contract Number: 90310374

Due Date: July 15, 2004

\$1,275.00*****

PAY: One Thousand Two Hundred Seventy Five and No/100 Dollars***

TO THE ORDER OF: XANTHI AVDALAS

Allstate Life Insurance Company Structured
 Settlement Controlled Disbursement Account

Joan M. Crockett
Samuel H. Pich

VOID IF NOT PRESENTED WITHIN ONE HUNDRED AND EIGHTY DAYS OF THE DATE OF ISSUE

SECURITY FEATURES
 MICR LINE
 VOID IF NOT PRESENTED WITHIN ONE HUNDRED AND EIGHTY DAYS OF THE DATE OF ISSUE

⑈02191640⑈ ⑆071915580⑆ 04⑈168⑈097⑈4⑈

Allstate Life Insurance Company
544 Lakeview Pkwy L2B
Vernon Hills IL 60061-1842

Telephone: 1-800-840-3870
Fax: 1-877-690-4092

XANTHI AVDALAS
2227 24TH AVE.
SAN FRANCISCO CA 94116-1747

Due Date: August 15, 2004
Issue Date: September 15, 2005
Check Number: 2191641
Contract Number: 90310374
Annuitant Name: Epaminandas Avdalas

EXPLANATION OF BENEFITS

Total Gross Amount	\$1,275.00
Net Check Amount	\$1,275.00

This is for the payment due on August 15, 2004.

C11TE0BM.N01
B-2055MW

Please detach the check below before depositing.

Allstate Life Insurance Company

HARRIS CENTRAL N.A.
ROSELLE, ILLINOIS
September 15, 2005

2191641
70-1558
719

Contract Number: 90310374

Due Date: August 15, 2004

\$1,275.00*****

PAY: One Thousand Two Hundred Seventy Five and No/100 Dollars ***

TO THE ORDER OF: XANTHI AVDALAS

Allstate Life Insurance Company Structured
Settlement Controlled Disbursement Account

Joan M Crockett
Samuel H. Peltz

VOID IF NOT PRESENTED WITHIN ONE HUNDRED AND EIGHTY DAYS OF THE DATE OF ISSUE



002191641 00719155801 04 168 097 4

Allstate Life Insurance Company
544 Lakeview Pkwy L2B
Vernon Hills IL 60061-1842

Telephone: 1-800-840-3870
Fax: 1-877-690-4092

XANTHI AVDALAS
2227 24TH AVE.
SAN FRANCISCO CA 94116-1747

Due Date: September 15, 2004
Issue Date: September 15, 2005
Check Number: 2191642
Contract Number: 90310374
Annuitant Name: Epaminandas Avdalas

EXPLANATION OF BENEFITS

Total Gross Amount	\$1,275.00
Net Check Amount	\$1,275.00

This is for the payment due on September 15, 2004.

C11TE0BQ.N01
B-2055MW

Please detach the check below before depositing.

00014



Allstate Life Insurance Company

HARRIS CENTRAL N.A.
ROSELLE, ILLINOIS
September 15, 2005

2191642
70-1558
719

Contract Number: 90310374
Due Date: September 15, 2004

\$1,275.00*****

PAY: One Thousand Two Hundred Seventy Five and No/100 Dollars***

TO THE ORDER OF: XANTHI AVDALAS

Allstate Life Insurance Company Structured
Settlement Controlled Disbursement Account

Joan M. Crockett
Samuel H. Pith

VOID IF NOT PRESENTED WITHIN ONE HUNDRED AND EIGHTY DAYS OF THE DATE OF ISSUE



002191642 0719155801 04 168 097 4

Allstate Life Insurance Company
544 Lakeview Pkwy L2B
Vernon Hills IL 60061-1842

Telephone: 1-800-840-3870
Fax: 1-877-690-4092

XANTHI AVDALAS
2227 24TH AVE.
SAN FRANCISCO CA 94116-1747

Due Date: October 15, 2004
Issue Date: September 15, 2005
Check Number: 2191643
Contract Number: 90310374
Annuitant Name: Epaminandas Avdalas

EXPLANATION OF BENEFITS

Total Gross Amount	\$1,275.00
Net Check Amount	\$1,275.00

This is for the payment due on October 15, 2004.

C11TE0BW.N01
B-2055MIV

Please detach the check below before depositing.

Allstate Life Insurance Company

HARRIS CENTRAL N.A.
ROSELLE, ILLINOIS
September 15, 2005

2191643

701558
719

Contract Number: 90310374

Due Date: October 15, 2004

\$1,275.00*****

PAY: One Thousand Two Hundred Seventy Five and No/100 Dollars***

TO THE ORDER OF XANTHI AVDALAS

Allstate Life Insurance Company Structured
Settlement Controlled Disbursement Account

Joan M. Crockett
Samuel H. Peltz

VOID IF NOT PRESENTED WITHIN ONE HUNDRED AND EIGHTY DAYS OF THE DATE OF ISSUE

002191643 0719155801 04 168 09 7 11

Allstate Life Insurance Company
544 Lakeview Pkwy L2B
Vernon Hills IL 60061-1842

Telephone: 1-800-840-3870
Fax: 1-877-690-4092

XANTHI AVDALAS
2227 24TH AVE.
SAN FRANCISCO CA 94116-1747

Due Date: November 15, 2004
Issue Date: September 15, 2005
Check Number: 2191644
Contract Number: 90310374
Annuitant Name: Epaminandas Avdalas

EXPLANATION OF BENEFITS

Total Gross Amount	\$1,275.00
Net Check Amount	\$1,275.00

This is for the payment due on November 15, 2004.

C11TE0BY.N01

B-2055MW

Please detach the check below before depositing.

Allstate Life Insurance Company

HARRIS CENTRAL N.A.
ROSELIE, ILLINOIS
September 15, 2005

2191644

70-1558

719

Contract Number: 90310374

Due Date: November 15, 2004

\$1,275.00*****

PAY: One Thousand Two Hundred Seventy Five and No/100 Dollars***

TO THE ORDER OF: XANTHI AVDALAS

Allstate Life Insurance Company Structured
Settlement Controlled Disbursement Account

Joan M. Crockett
Samuel H. Pich

VOID IF NOT PRESENTED WITHIN ONE HUNDRED AND EIGHTY DAYS OF THE DATE OF ISSUE

SECURITY FEATURES
SEE REVERSE OF EACH

002191644 0071915580 04 168 097 4

Allstate Life Insurance Company
 544 Lakeview Pkwy L2B
 Vernon Hills IL 60061-1842

Telephone: 1-800-840-3870
 Fax: 1-877-690-4092

XANTHI AVDALAS
 2227 24TH AVE.
 SAN FRANCISCO CA 94116-1747

Due Date: December 15, 2004
 Issue Date: September 15, 2005
 Check Number: 2191645
 Contract Number: 90310374
 Annuitant Name: Epaminandas Avdalas

EXPLANATION OF BENEFITS

Total Gross Amount	\$1,275.00
Net Check Amount	\$1,275.00

This is for the payment due on December 15, 2004.

C11TE0DY.N01
 B-2055MW

Please detach the check below before depositing.

00017



Allstate Life Insurance Company

HARRIS CENTRAL N.A.
 ROSELLE, ILLINOIS
 September 15, 2005

2191645
 70-1358
 719

Contract Number: 90310374
 Due Date: December 15, 2004

\$1,275.00*****

PAY: One Thousand Two Hundred Seventy Five and No/100 Dollars***

TO THE ORDER OF XANTHI AVDALAS

Allstate Life Insurance Company Structured
 Settlement Controlled Disbursement Account

Joan M. Crockett
 Samuel H. Pich

VOID IF NOT PRESENTED WITHIN ONE HUNDRED AND EIGHTY DAYS OF THE DATE OF ISSUE



002191645 0071915580 04 168 097 4

VOID IF NOT PRESENTED WITHIN ONE HUNDRED AND EIGHTY DAYS OF THE DATE OF ISSUE

Allstate Life Insurance Company
544 Lakeview Pkwy L2B
Vernon Hills IL 60061-1842

Telephone: 1-800-840-3870
Fax: 1-877-690-4092

XANTHI AVDALAS
2227 24TH AVE.
SAN FRANCISCO CA 94116-1747

Due Date: February 15, 2005
Issue Date: September 15, 2005
Check Number: 2191647
Contract Number: 90310374
Annuitant Name: Epaminandas Avdalas

EXPLANATION OF BENEFITS

Total Gross Amount	\$1,275.00
Net Check Amount	\$1,275.00

This is for the payment due on February 15, 2005.

C11TE0E6.N01

B-2055MIV

Please detach the check below before depositing.

00019



Allstate Life Insurance Company

HARRIS CENTRAL N.A.
ROSELLE, ILLINOIS
September 15, 2005

2191647

70-1558
719

Contract Number: 90310374

Due Date: February 15, 2005

\$1,275.00*****

PAY: One Thousand Two Hundred Seventy Five and No/100 Dollars***

TO THE ORDER OF: XANTHI AVDALAS

Allstate Life Insurance Company Structured
Settlement Controlled Disbursement Account

Joan M. Crockett
Samuel H. Pich

VOID IF NOT PRESENTED WITHIN ONE HUNDRED AND EIGHTY DAYS OF THE DATE OF ISSUE



002191647 0719155801 04 168 097 11

Allstate Life Insurance Company
544 Lakeview Pkwy L2B
Vernon Hills IL 60061-1842

Telephone: 1-800-840-3870
Fax: 1-877-690-4092

XANTHI AVDALAS
2227 24TH AVE.
SAN FRANCISCO CA 94116-1747

Due Date: March 15, 2005
Issue Date: September 15, 2005
Check Number: 2191648
Contract Number: 90310374
Annuitant Name: Epaminandas Avdalas

EXPLANATION OF BENEFITS

Total Gross Amount	\$1,275.00
Net Check Amount	\$1,275.00

This is for the payment due on March 15, 2005.

C11TE0ED.N01
B-2055MW

Please detach the check below before depositing.

0020



Allstate Life Insurance Company

HARRIS CENTRAL N.A.
ROSELLE, ILLINOIS
September 15, 2005

2191648
70-1558
719

Contract Number: 90310374
Due Date: March 15, 2005

\$1,275.00*****

PAY: One Thousand Two Hundred Seventy Five and No/100 Dollars***

TO THE ORDER OF XANTHI AVDALAS

Allstate Life Insurance Company Structured
Settlement Controlled Disbursement Account

Joan M. Crockett
Samuel H. Pith

VOID IF NOT PRESENTED WITHIN ONE HUNDRED AND EIGHTY DAYS OF THE DATE OF ISSUE



002191648 0719155801 04 168 097 11

Allstate Life Insurance Company
544 Lakeview Pkwy L2B
Vernon Hills IL 60061-1842

Telephone: 1-800-840-3870
Fax: 1-877-690-4092

XANTHI AVDALAS
2227 24TH AVE.
SAN FRANCISCO CA 94116-1747

Due Date: April 15, 2005
Issue Date: September 15, 2005
Check Number: 2191649
Contract Number: 90310374
Annuitant Name: Epaminandas Avdalas

EXPLANATION OF BENEFITS

Total Gross Amount	\$1,300.50
Net Check Amount	\$1,300.50

This is for the payment due on April 15, 2005.

C11TE0EK.N01
B-2055MW

Please detach the check below before depositing.

Allstate Life Insurance Company

HARRIS CENTRAL N.A.
ROSELLE, ILLINOIS
September 15, 2005

2191649
70-1558
719

Contract Number: 90310374
Due Date: April 15, 2005

\$1,300.50*****

PAY: One Thousand Three Hundred and 50/100 Dollars***

TO THE ORDER OF XANTHI AVDALAS

Allstate Life Insurance Company Structured
Settlement Controlled Disbursement Account

Joan M. Crockett
Samuel H. Piller

VOID IF NOT PRESENTED WITHIN ONE HUNDRED AND EIGHTY DAYS OF THE DATE OF ISSUE

002191649 00719155801 04 168 097 14

Allstate Life Insurance Company
544 Lakeview Pkwy L2B
Vernon Hills IL 60061-1842

Telephone: 1-800-840-3870
Fax: 1-877-690-4092

XANTHI AVDALAS
2227 24TH AVE.
SAN FRANCISCO CA 94116-1747

Due Date: May 15, 2005
Issue Date: September 15, 2005
Check Number: 2191650
Contract Number: 90310374
Annuitant Name: Epaminandas Avdalas

EXPLANATION OF BENEFITS

Total Gross Amount	\$1,300.50
Net Check Amount	\$1,300.50

This is for the payment due on May 15, 2005.

C11TE0EP.N01

B-2055MW

Please detach the check below before depositing.

00022



Allstate Life Insurance Company

HARRIS CENTRAL N.A.
ROSELLE, ILLINOIS
September 15, 2005

2191650

70-1558
719

Contract Number: 90310374

Due Date: May 15, 2005

\$1,300.50*****

PAY: One Thousand Three Hundred and 50/100 Dollars***

TO THE ORDER OF XANTHI AVDALAS

Allstate Life Insurance Company Structured
Settlement Controlled Disbursement Account

Joan M. Crockett
Samuel H. Pich

VOID IF NOT PRESENTED WITHIN ONE HUNDRED AND EIGHTY DAYS OF THE DATE OF ISSUE



002191650 00719155801 04 168 097 11

Allstate Life Insurance Company
544 Lakeview Pkwy L2B
Vernon Hills IL 60061-1842

Telephone: 1-800-840-3870
Fax: 1-877-690-4092

XANTHI AVDALAS
2227 24TH AVE.
SAN FRANCISCO CA 94116-1747

Due Date: June 15, 2005
Issue Date: September 15, 2005
Check Number: 2191651
Contract Number: 90310374
Annuitant Name: Epaminandas Avdalas

EXPLANATION OF BENEFITS

Total Gross Amount	\$1,300.50
Net Check Amount	\$1,300.50

This is for the payment due on June 15, 2005.

C11TE0EY.N01
B-2053MW

Please detach the check below before depositing.

Allstate Life Insurance Company

HARRIS CENTRAL N.A.
ROSELLE, ILLINOIS
September 15, 2005

2191651
70-1558
719

Contract Number: 90310374
Due Date: June 15, 2005

\$1,300.50*****

PAY: One Thousand Three Hundred and 50/100 Dollars***

TO THE ORDER OF XANTHI AVDALAS

Allstate Life Insurance Company Structured
Settlement Controlled Disbursement Account

Joan M. Crockett
Samuel H. Pich

VOID IF NOT PRESENTED WITHIN ONE HUNDRED AND EIGHTY DAYS OF THE DATE OF ISSUE



002191651 0719155801 04 168 097 4

Allstate Life Insurance Company
544 Lakeview Pkwy L2B
Vernon Hills IL 60061-1842

Telephone: 1-800-840-3870
Fax: 1-877-690-4092

XANTHI AVDALAS
2227 24TH AVE.
SAN FRANCISCO CA 94116-1747

Due Date: July 15, 2005
Issue Date: September 15, 2005
Check Number: 2191652
Contract Number: 90310374
Annuitant Name: Epaminandas Avdalas

EXPLANATION OF BENEFITS

Total Gross Amount	\$1,300.50
Net Check Amount	\$1,300.50

This is for the payment due on July 15, 2005.

C11TE0F4.N01
B-2055MW

Please detach the check below before depositing.

00024



Allstate Life Insurance Company

HARRIS CENTRAL N.A.
ROSELLE, ILLINOIS
September 15, 2005

2191652

70-1558
719

Contract Number: 90310374
Due Date: July 15, 2005

\$1,300.50*****

PAY: One Thousand Three Hundred and 50/100 Dollars***

TO THE ORDER OF XANTHI AVDALAS

Allstate Life Insurance Company Structured
Settlement Controlled Disbursement Account

Joan M. Crockett
Samuel H. Pich

VOID IF NOT PRESENTED WITHIN ONE HUNDRED AND EIGHTY DAYS OF THE DATE OF ISSUE



002191652 0719155801 04 168 097 4

Allstate Life Insurance Company
544 Lakeview Pkwy L2B
Vernon Hills IL 60061-1842

Telephone: 1-800-840-3870
Fax: 1-877-690-4092

XANTHI AVDALAS
2227 24TH AVE.
SAN FRANCISCO CA 94116-1747

Due Date: August 15, 2005
Issue Date: September 15, 2005
Check Number: 2191653
Contract Number: 90310374
Annuitant Name: Epaminandas Avdalas

EXPLANATION OF BENEFITS

Total Gross Amount	\$1,300.50
Net Check Amount	\$1,300.50

This is for the payment due on August 15, 2005.

C11TE0FB.N01
B-2055MW

Please detach the check below before depositing.

00025



Allstate Life Insurance Company

HARRIS CENTRAL N.A.
ROSELLE, ILLINOIS
September 15, 2005

2191653

70-1558
719

Contract Number: 90310374

Due Date: August 15, 2005

\$1,300.50*****

PAY: One Thousand Three Hundred and 50/100 Dollars***

TO THE ORDER OF XANTHI AVDALAS

Allstate Life Insurance Company Structured
Settlement Controlled Disbursement Account

Joan M. Crockett
Samuel H. Pich

VOID IF NOT PRESENTED WITHIN ONE HUNDRED AND EIGHTY DAYS OF THE DATE OF ISSUE



002191653 0719155801 04116809711

Allstate Life Insurance Company
544 Lakeview Pkwy L2B
Vernon Hills IL 60061-1842

Telephone: 1-800-840-3870
Fax: 1-877-690-4092

XANTHI AVDALAS
2227 24TH AVE.
SAN FRANCISCO CA 94116-1747

Due Date: September 15, 2005
Issue Date: September 15, 2005
Check Number: 2191654
Contract Number: 90310374
Annuitant Name: Epaminandas Avdalas

EXPLANATION OF BENEFITS

Total Gross Amount	\$1,300.50
Net Check Amount	\$1,300.50

This is for the payment due on September 15, 2005.

C11TE0FJ.N01
B-2055NW

Please detach the check below before depositing.

00005



Allstate Life Insurance Company

HARRIS CENTRAL N/A
ROSELLE, ILLINOIS
September 15, 2005

2191654

70-1538
719

Contract Number: 90310374
Due Date: September 15, 2005

\$1,300.50*****

PAY: One Thousand Three Hundred and 50/100 Dollars***

TO THE ORDER OF XANTHI AVDALAS

Allstate Life Insurance Company Structured
Settlement Controlled Disbursement Account

Joan M. Crockett
Samuel H. Piller

VOID IF NOT PRESENTED WITHIN ONE HUNDRED AND EIGHTY DAYS OF THE DATE OF ISSUE



0021916540000719155800041168097004

the beneficiaries of the payments under the annuity policies. Payments should be made in equal (50%) shares to George Avdalas and Konstantine Avdalas, or their representative share to their heirs, under the annuity policies until they expire under their own terms.

15. Plaintiff Allstate shall release to Xanthi Avdalas all accrued, unpaid payments from June 15, 2004 up to and including September 15, 2005, pursuant to the terms set forth above in Paragraph 3 in the amount of \$20,553.00 (\$1275.00 per month for the months of June 2004 through and including March 2005, and \$1300.50 per month for the months of April 2005 through and including September 2005), and Plaintiff Allstate shall resume payments to Avdalas pursuant to the terms of the underlying settlement agreement and the annuity.

16. Plaintiffs TIC and TLAC shall release to Xanthi Avdalas all accrued, unpaid payments from June 15, 2004 up to and including September 15, 2005, pursuant to the terms set forth above in Paragraph 3 in the amount of \$20,553.00 (\$1275.00 per month for the months of June 2004 through and including March 2005, and \$1300.50 per month for the months of April 2005 through and including September 2005), and Plaintiffs TIC and TLAC shall resume payments to Avdalas pursuant to the terms of the underlying settlement agreement and the annuity.

17. The parties hereby agree to bear their own costs and fees.

DATED: September __, 2005
As to Form Only

SEYFARTH SHAW LLP

By _____
Robert Milligan
Attorneys for Plaintiff
ALLSTATE LIFE INSURANCE
COMPANY, THE TRAVELERS
INSURANCE COMPANY and
THE TRAVELERS LIFE AND ANNUITY
COMPANY

DATED: September 16th 2005

ALLSTATE LIFE INSURANCE
COMPANY

By _____
ALLSTATE LIFE INSURANCE
COMPANY